

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

In re FEDEX GROUND PACKAGE
SYSTEM, INC., EMPLOYMENT
PRACTICES LITIGATION

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)
) Case No. 3:05-MD-527 RLM
) (MDL 1700)
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THIS DOCUMENT RELATES TO:

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) *Margaret Gibson et al. v. FedEx*
) *Ground Package System, Inc.,*
) Case No. 3:07-cv-272 RLM-MGG
) (AZ)
)

OPINION AND ORDER

Twenty proposed class actions in this multi-district litigation docket came before me on March 13-14 for fairness hearings. The cases are on limited remand from the court of appeals, where nineteen of them awaited resolution. The Judicial Panel on Multi-District Litigation centralized the cases under 28 U.S.C. § 1407, but the cases haven't been consolidated, so each proposed settlement must be examined separately.

I. HISTORY OF THE MDL DOCKET

In July 2005, the JPMDL granted (over the plaintiffs' objections) FedEx Ground's second request to centralize a series of cases in which FedEx Ground drivers claimed to be employees, rather than the independent contractors their employment contracts announced. The Panel reasoned that economies were to be gained because all drivers were governed by the same contract. The MDL

process proved cumbersome. Even if the wording of each contract was the same, each state's agency law varied, and differences in operation from one terminal to the next had the potential of affecting the decision.

The number of cases in the MDL docket eventually grew to 40. I appointed attorneys from three law firms to serve as co-lead counsel: Lockridge Grindal Nauen P.L.L.P. of Minneapolis, Harwood Feffer LLP of New York City, and Leonard Carder LLP of Oakland. I also appointed attorneys from three other firms – Cureton Caplan, P.C. of Delran, NJ; Siegel, Brill, Greupner, Duffy & Foster, P.A. of Minneapolis; and Zimmerman Reed P.L.L.P. of Minneapolis – to complete the plaintiffs' steering committee.

The stakes were enormous. Not only did the plaintiffs' co-lead counsel seek to represent upwards of 10,000 arguably under-compensated drivers, but the attack on drivers' independent contractor status threatened FedEx Ground's entire business model.

Consistent with those stakes, discovery was more than extensive. Although damages discovery was deferred, merits discovery and class discovery were conducted simultaneously. Some 3.2 million documents were produced and analyzed; seventeen sets of interrogatories were answered; 215 named plaintiffs answered fifteen requests for admission and sat for depositions; 105 FedEx Ground personnel sat for daylong depositions; 20 expert witnesses produced reports and sat for daylong depositions; *Daubert* motions were filed and defended. The class representatives were heavily involved in tracking down

records and documents, as well as in preparing for, and giving, their own depositions.

The plaintiffs filed class certification motions in each of the cases; FedEx Ground opposed each motion. The plaintiffs filed an omnibus fact memorandum supported by 65 bankers' boxes of documents. In 2007 and 2008, I certified classes in 26 of the then-40 cases, and in all of the 20 on limited remand from the court of appeals. FedEx Ground sought interlocutory appellate review of the certification grants, and the plaintiffs successfully opposed that effort. Class notifications were hampered by spotty databases.

Sixty summary judgment motions and briefing followed. The drivers filed a 75-page statement of undisputed material facts with citations to 12 volumes. In 2010 and 2011, I denied a few of FedEx Ground's summary judgment motions but granted most, and granted all in the 20 cases now on limited remand. With respect to some of the cases, I suggested remand and the Panel sent the cases back to the transferor courts. Co-lead counsel appealed the summary judgment grants in these 20 cases to the United States Court of Appeals for the Seventh Circuit; in most of those cases, FedEx Ground cross-appealed the class certifications.

In both this court and the court of appeals, the parties recommended that the Kansas *Craig* case be addressed first, as something of a quasi-bellwether case. After briefing and argument, the court of appeals certified the employee/independent contractor case to the Kansas Supreme Court, which devised a new 18-part test and answered the certified question in the drivers'

favor. Craig v. FedEx Ground Package Sys., Inc., 335 P.3d 66 (Kan. 2014). The court of appeals ultimately reversed my grant of summary judgment to FedEx Ground in *Craig*, and remanded the case. In re FedEx Ground Package Sys., Inc. Emp't Practices Litig., 792 F.3d 818 (7th Cir. 2015). In addition to the reversal in the Kansas case, rulings in other courts were trending toward findings of employee status, see *Alexander v. FedEx Ground Package Sys., Inc.*, 765 F.3d 981 (9th Cir. 2014) (California law); *Slayman v. FedEx Ground Package Sys., Inc.*, 765 F.3d 1033 (9th Cir. 2015) (Oregon law), or at least toward fact issues for trial. See *Gray v. FedEx Ground Package Sys., Inc.*, 799 F.3d 995 (8th Cir. 2015) (Missouri law); *Carlson v. FedEx Ground Package Sys., Inc.*, 787 F.3d 1313 (11th Cir. 2015) (Florida law).

The parties didn't immediately ask me to find for the Kansas drivers on liability and suggest remand to the United States District Court for the District of Kansas. Instead, the parties had chosen a mediator in an effort to resolve all of the cases remaining in the Seventh Circuit.

Each case was mediated separately, with some cases requiring several sessions. Each case was mediated with an eye on the governing law, which varied from case to case. The mediation spanned four weeks. The drivers and FedEx Ground exchanged experts' views as to the maximum recovery for each case if the drivers prevailed across the board. Settlements were reached in each case, and the court granted preliminary approval of each of the settlements. The plaintiffs then retained Rust Consulting to administer the settlements.

I conducted fairness hearings on March 13 and 14, 2017, and on March 15 and 16, I notified the court of appeals of my inclination to enter final approval of the class settlements. The court of appeals entered a second limited remand order on March 22 to allow me to do so.

II. FAIRNESS OF THE SETTLEMENT

Parties can't settle class actions without the court finding that the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e); Synfuel Technologies, Inc. v. DHL Express (USA), Inc., 463 F.3d 646, 652 (7th Cir. 2006); see also EEOC v. Hiram Walker & Sons, Inc., 768 F.2d 884, 889 (7th Cir. 1985) ("The district court may not deny approval of a consent decree unless it is unfair, unreasonable, or inadequate."). In that effort, we in this circuit consider several circumstantial factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.

Wong v. Accretive Health, Inc., 773 F.3d 859, 863 (7th Cir. 2014) (quoting Gautreaux v. Pierce, 690 F.2d 616, 631 (7th Cir. 1982)). Of those, the first is the most important. Martin v. Reid, 818 F.3d 302, 306 (7th Cir. 2016).

The *Gibson* case was filed in May 2007 in the District of Arizona, and was centralized in this court under 28 U.S.C. § 1407 in June 2007. I granted the plaintiffs' motion for certification of a 401-member class in October 2009, and granted summary judgment to FedEx Ground in December 2010, finding that

the plaintiffs were independent contractors under Arizona law. The class appealed.

In June 2016, the parties reached a proposed settlement. FedEx Ground would pay \$4,950,000 to the plaintiffs. For each workweek of 35 or more hours during the class period, each class member would receive \$34.08; for each workweek of 16-35 hours, each class member would receive \$11.93. No class member would receive less than a \$250 lump sum. The average recovery per class member would be \$8,699, with the highest share being \$28,149. No plaintiff would be required to fill out, or collect the information needed for, a claim form. No part of the settlement fund would revert to FedEx Ground if anything were left over.

The proposed settlement resulted from arms-length negotiations with a private mediator. Each side took stock of potential liability and damages under Arizona law. The class consulted an expert in accounting and damages, who concluded that the maximum recovery the plaintiffs could achieve would be \$15,705,702 with interest. FedEx Ground assessed the claims' value at less than 25 percent of that. The proposed settlement amounts to about 32 percent of a perfect outcome.

A perfect outcome would be a long way off. At this point, my ruling that these drivers are independent contractors under Arizona law is the only judicial determination. The class would need for the court of appeals to find my ruling to have been in error; such an appellate ruling might consist only of a determination that Arizona drivers might be employees, but a trial is needed.

Such a ruling would be followed by a likely FedEx Ground motion to decertify the class (seeking to exclude drivers who hired others to handle routes and arguing that “full time” drivers would be too difficult to identify and that incorporated entities can’t meet that definition), a remand to the district court in Arizona, and a need to overcome defenses FedEx Ground didn't need to raise at the summary judgment stage. They faced some potentially unfavorable law concerning written authorization and a very short statute of limitations that might apply to one of the claims. If the plaintiffs prevailed at trial, FedEx Ground would likely appeal. Before the settlement, then, the class needed to string together victories in many skirmishes, beginning with a reversal in the court of appeals. The position of an appellant is not one of strength. And receipt of any money by any plaintiffs would be a long time off, well beyond the eleven years already invested in this litigation.

The plan for giving notice of the proposed settlement, and the third party administrator’s execution of the plan, are detailed thoroughly in the papers supporting the plaintiffs’ motions, and comply with the preliminary approval order, Federal Rule of Civil Procedure 23(e), and 28 U.S.C. § 1715.

No class member has objected to the proposed settlement.

Every settlement is a compromise, but this settlement achieves a good percentage of what the plaintiffs might have won had the case ever reached trial. In the absence of settlement, the best case scenario for the class is probably complex, would very likely take many more years, and is certain to be expensive – perhaps more than what has been incurred to get to this point. There is no

opposition or objection. There is no indication or suggestion of collusion. Based on all of this, I find that the proposed settlement is fair, reasonable and adequate.

III. ATTORNEY FEES

Plaintiffs' co-lead counsel seek an award of attorney fees of \$1,485,000 from the settlement amount. Our court of appeals favors the percentage-of-the-fund fee in common fund cases because it provides the best hope of estimating what a willing seller and a willing buyer seeking the largest recovery in the shortest time would have agreed to *ex ante*. See In re Synthroid Marketing Litig., 325 F.3d 974, 979-980 (7th Cir. 2003). As co-lead counsel calculate, that would be 30 percent of the \$4.95 million settlement fund. As I understand the law of this circuit, I must take another step or two before I can determine attorney fees.

In Redman v. RadioShack Corp., 768 F.3d 622, 630 (7th Cir. 2014), the court of appeals explained that if we simply divide the gross settlement figure by the attorney fee request, we saddle the class members with the costs of administration, which benefit the attorneys as well as the class members. Accordingly, the court explained, "[t]he ratio that is relevant to assessing the reasonableness of the attorneys' fee that the parties agreed to is the ratio of (1) the fee to (2) the fee plus what the class members received." Id.

In their memorandum in support of the motion for final approval, co-lead counsel expect the \$4,950,000 class settlement fund to be allocated and distributed this way: about \$3,305,500 to the class; \$1,485,000 (if I award what counsel seek) for attorney's fees and costs; \$50,000 to the third-party

administrator for settlement administration; and \$15,000 (if I award what counsel seek) in service fees for the four named class representatives who sat for depositions in this action; and about \$49,500 (1 percent of the settlement) for a reserve fund for later payments to any self-identified class members.

The affidavit of the third-party administrator's representative in support of the plaintiffs' motion for final approval estimates that about \$63,181 needed for settlement administration [Doc. No. 2894]. The exhibit attached to the settlement agreement itself estimates only about \$46,083 for settlement administration [Doc. No. 2626-8]. I will base the amount withheld for administrative costs on the third-party administrator's estimates, and will authorize payment up to \$75,000 for the cost of settlement administration, to provide an adequate buffer for any additional costs that may be incurred.

The service fees and the reserve fund would go to class members, so the total going to class members plus the requested attorney fees (and costs) would be \$4,875,000. A 30 percent fee, as calculated in accordance with *Redman v. RadioShack*, would be \$1,462,500.

The objectors in the New Jersey case filed a motion to treat all of the settlements as an aggregate "megafund," and award much lower percentages for attorney fees across the board. At the fairness hearing, counsel for the New Jersey objectors didn't persuade me that the New Jersey objectors have standing to object to proposed settlements in cases to which they aren't parties. I am denying their requests to treat these cases as a single "megafund," but the ruling

and its reasoning are to be found only in the opinion and order in the New Jersey case – the case in which the objectors have standing.

The Manual for Complex Litigation reports that in deciding an award of attorney fees, courts should consider the size of the fund to be shared by the attorneys and class members; the number of class members who will share; any understandings on attorney compensation methods actually reached at the outset of the attorney-client relationship; any side agreements class counsel might have made; any objections by class members; the attorneys' skill and efficiency; the litigation's complexity and duration; the risks of nonrecovery and nonpayment; the amount of time reasonably devoted to the case by counsel (a factor not favored in our circuit); and awards in similar cases. Manual for Complex Litigation (Fourth) § 14.121 (2004). Guides to determining a prevailing market rate include comparable contracts, data from large common-pool cases where fees were privately negotiated, and information on class-counsel auctions. In re Synthroid Marketing Litig., 264 F.3d 712, 719-722 (7th Cir. 2001). I must bear in mind that the greater the fee award, the lower the recovery by each class member. Redman v. RadioShack, 768 F.3d at 629. In evaluating these factors, I have relied on the convincing affidavit of Professor Brian T. Fitzpatrick, as well as the rest of the record in this case.

There have been no objections to the fee request, I have no information that any side agreements are involved, and the attorneys involved as co-lead counsel are very capable and experienced in wage and hour litigation (and they faced very capable and experienced attorneys that FedEx Ground hired). The size

of the common fund is \$4,875,000 after the third party administrator is paid, and up to 380 class members will share in the recovery.

The named plaintiffs and their attorneys didn't agree to a particular contingency fee at the outset of the litigation.

The duration of the litigation has been far greater than usual – this case is almost 10 years old. In part, that duration reflects this case's having been co-mingled with the other cases in the MDL docket – it would have taken a judge in the District of Arizona far less time to resolve class certification issues and summary judgment motions under Arizona law than it took me to decide such things under the laws of 40 or so states – but it also reflects the complexity and risk involved. This class attacked FedEx Ground's business model, which was firmly grounded on the principle of using independent contractors rather than employees. The class members had a lot at stake, as shown by the damages expert's opinion that the class might recover as much as \$15.7 million if everything broke for the plaintiffs. This was no nuisance suit or likely coupon settlement. A hard battle was predictable from day one.

The attorneys handled this case on a pure contingent fee basis. Whatever investment they made in discovery and briefing of class certification and summary judgment motion was made largely between 2007 and 2008 – ten years ago, give or take a year. That's much longer than average for contingent fee attorneys in class actions, according to Professor Fitzpatrick.

The plaintiffs faced legal challenges they needed to overcome to establish their employee status and obtain meaningful damages. No well-developed

Arizona law supported their theories of recovery. If the plaintiffs' agreements and addenda with FedEx Ground were held to be "prior written authorizations," the statutory damages would be limited to about \$210,000. No Arizona law then supported their rescission or unjust enrichment theories. They faced (and overcame) a challenge in obtaining certification of a statewide class that included drivers with single routes, drivers with multiple routes, drivers who hired others to handle a route, drivers who signed employment contracts and those who signed as corporate entities. So while the plaintiffs' bar generally views wage and hour cases as undesirable, Ms. Gibson and her fellow drivers presented challenges that went well beyond the normal wage and hour case. The risk of non-liability and no compensation was great; these plaintiffs were in the court of appeals trying to reverse a finding of no-liability.

With all of that in their way, class counsel – armed primarily by a new direction in Kansas law and a few federal court of appeals decisions in cases the Panel remanded to transferor courts – achieved a truly remarkable result. FedEx Ground agreed to pay \$4.95 million, reflecting 32 percent of what the plaintiffs thought they could recover if they ran the table.

Professor Fitzpatrick's analysis of recent cases from our circuit – which seems to have a greater preference than other circuits for the percentage-of-the-fund method of valuation – supports a fee award of 30 percent of the fund to be shared by counsel and class members. He reports that the average and median findings of market rate in contingent fee awards in labor and employment cases were 34.3 percent and 33.3 percent. He also noted that the awards he studied

addressed only attorney fees and not expenses; co-lead counsel have included expenses within their requests. Plaintiffs' counsel report that expenses incurred in the MDL docket (not just in the Arizona case) exceeded \$7,713,000.

In some settings, the prevailing market rate for class counsel depends in part on the expected size of the payout at the end of the litigation. Professor Fitzpatrick concedes that his sample of awards in labor and employment class actions didn't include recoveries in large amounts. In the setting of a securities class action, the court of appeals said "[d]ata show that 27.5% is well above the norm for cases in which \$100 million or more changes hands. Eisenberg and Miller find that the mean award from settlements in the \$100 to \$250 million range is 12% and the median 10.2%." Silverman v. Motorola Solutions, Inc., 739 F.3d 956, 958 (7th Cir. 2013).

The size of this class action settlement is much smaller than the \$200 million involved in *Silverman v. Motorola Solutions*. But it blinks reality to ignore that while this case was settled individually, it's one of 20 that remain on the MDL docket, and the aggregate proposed settlements total more than \$200 million, and far more when counting cases that have already been remanded. The remanded California case settled for \$226.5 million on its own. See Alexander v. FedEx Ground Package Sys., Inc., No. 05-cv-38, 2016 WL 3351017 (N.D. Cal. June 15, 2016). There's no doubt that much of the discovery behind these cases overlapped, and that co-lead counsel applied a concerted strategy in moving them to settlement. On the other hand, class counsel applied

laws specific to Arizona and conducted case-specific discovery. The settlement I am considering at this point only involves the Arizona plaintiffs and fees.

Silverman v. Motorola Solutions doesn't present an apples-to-apples analysis. First, Professor Fitzpatrick points out that securities cases like *Silverman v. Motorola Solutions* differ from wage and hour litigation in many ways, not least of which that class certification in securities cases is nearly automatic under today's laws. In *Gibson v. FedEx Ground*, as with all the other cases in this MDL docket, class counsel fought hard to get large classes certified, and (at the time of the settlements) would have seen those certifications revisited in every case in which they prevailed at the court of appeals.

Second, it's not clear that the *Silverman v. Motorola Solutions* analysis applies, or applies fully, to our case. As already noted, the settlement amount in this case –*Gibson v. FedEx Ground* – isn't even in the ballpark of what was involved in *Silverman v. Motorola Solutions*; I have to look at many other cases even to reach the \$50 million amount the *Silverman* court also mentioned.

It's also not clear whether I am expected, or even allowed, to consider the nature of the plaintiffs involved in a case. The plaintiffs in *Silverman* were investors in Motorola; the class representatives were institutional investors. *Silverman v. Motorola, Inc.*, No. 07-C-4507, 2012 WL 1597388, at *4 (N.D. Ill. May 7, 2012). Institutional investors are likely to be more sophisticated in the market for legal services than the individual drivers in this case, and so likelier to agree at the outset to a tapered fee arrangement rather than a simple percentage-of-the-recovery arrangement.

Third, if I am to consider the other settlements in this MDL docket, it seems appropriate to consider as well that many of the named plaintiffs (even if not the ones in this case) agreed at the outset to pay the attorney 33 percent of any recovery, without limitation as to how much the recovery might be. None of the class representatives in the 20 cases remanded to me have fee agreements for any percentage less than 30 percent.

A lodestar cross-check – inquiring into billable hours and billing rates – isn’t encouraged in this circuit, see Williams v. Rohm and Haas Pension Plan, 658 F.3d 629, 638 (7th Cir. 2011); Cook v. Niedert, 142 F.3d 1004, 1013 (7th Cir. 1998), and I’m not undertaking such a cross-check. A very complex examination of time sheets, hourly rates in various markets, and records would be needed to arrive at a true lodestar figure for this case alone. Co-lead counsel report, just in case, that across this litigation (not just this case), co-lead counsel and their firms have devoted more than 149,393 hours, producing an unadjusted collective lodestar fee of \$74,540,341 had they billed by the hour. It would take only a modest 1.3 multiplier, co-lead counsel tell me, for the lodestar calculation to match the percentage-of-the-fund calculation across the litigation.

Even identifying the precise amount attributable to work on the cases remaining in the MDL would be difficult. In *Alexander v. FedEx Ground*, for example, Judge Chen attributed about \$12.4 million in lodestar work on the MDL to *Alexander*. See Alexander v. FedEx Ground, No. 05-cv-38, 2016 WL 3351017, at *3 (N.D. Cal. June 15, 2016). This would need to be subtracted out of co-lead counsel’s estimated lodestar figure for the MDL, but the fee award in

that case is on appeal and might be adjusted. The fee award is unpaid. Fee awards in other remanded cases total \$6,304,893, and I would need to deduct the amount of fees expected to be paid in those that can be attributed to work on cases still in the MDL. I don't have an accurate way to calculate the denominator from which I can then derive a multiplier.

It seems inescapable that there is a significant spillover between the 20 cases remaining in MDL-1700. For example, the appeal/certification/re-argument in the *Craig v. FedEx Ground* case from Kansas clearly benefitted all of the classes; it was part of the trend in the law that seemed to be shifting away from FedEx Ground's legal position. The depositions co-lead counsel took of FedEx Ground's national officers produced information that applied to all of the cases. But the spillover might be less than it appears at first blush. Substantial discovery surrounded local dispatch terminals, and the lion's share of the briefs on class certification and summary judgment were devoted to the specific laws of the various states.

For me to count up, or assign weight to, the various points I have discussed (effectively transforming them into "factors") would be inconsistent with the law of our circuit. It would be what our court of appeals has called "chopped salad". In Re Synthroid Marketing Litig., 264 F.3d 712, 719 (7th Cir. 2001). But these are the reasons I conclude that the requested 30 percent (after accounting for the costs of administration) produces a reasonable attorney fee:

1. At the outset of the attorney-client relationship, it would have been plain to the clients and attorneys that this litigation would be hard

- fought and would take years. FedEx Ground's very business model was at stake, and, if the class was defined broadly, the drivers would have hundreds of thousands – maybe millions – at stake. The history of this case – what would have been the future at the outset of the relationship – was even worse, with the case being centralized in a multidistrict litigation docket, the extensive discovery already discussed, and a decade of litigation, and no end in sight that would benefit the plaintiffs.
2. Because of the anticipated duration of the case, it also would have been plain to all that the attorneys would have to turn away prospective clients and tie up their own funds for the life of the case.
 3. Counsel produced exceptional results in the face of long odds. Arizona law provided no assurance of success, and these plaintiffs were appellants at the time of the settlement. See Redman v. RadioShack, 768 F.3d at 633 (“the central consideration is what class counsel achieved for the members of the class rather than how much effort class counsel invested in the litigation.”).
 4. The amount of recovery would have been a fraction of what this settlement proposal contains had counsel not persuaded me to certify a class that included drivers with a single work area, drivers with multiple work areas, drivers who contracted with FedEx Ground under a corporate identity, and drivers who simply hired others to cover some of their assigned routes.

5. Of the 20 fee contracts in the cases that remain in MDL-1700, none set a percentage of the recovery less than the 30 percent requested here, and some set the percentage at one-third of any recovery.
6. There is nothing from which I can infer that unsophisticated (in the market for legal services) clients – when compared with institutional plaintiffs – would request a tapered-fee arrangement.
7. The fee request, unlike those to which it might be compared, includes expenses rather than seeking them separately. While I can't say how much is attributable to the Arizona case as opposed to the others co-lead counsel was handling, the overall total of expenses was \$7.7 million
8. Nobody has objected to co-lead counsel's fee request.

For all of these reasons, I approve, in large part, the proposed settlement agreement's proposed award of attorneys' fees and expenses in the total amount of \$1,462,500 (30 percent of the gross settlement amount, less the cost of administration).

IV. SERVICE AWARDS TO CLASS REPRESENTATIVE

Class counsel request service awards of \$15,000 to each of the 4 class representatives. They explain that (in addition to the extraordinary duration of their service) each class representative did far more than the average class representative. Reams of records had to be collected, the class representatives (like each class representative in the companion cases) sat for grueling day-long

depositions. Class counsel notes that the requested awards are in line with several that have been approved in cases from within this circuit, citing Cook v. Niedert, 142 F.3d at 1016 (\$25,000); In re Southwest Airlines Voucher Litig., No. 11 C 8176, 2013 WL 4510197, at *11 (N.D. Ill., Aug. 26, 2013) (\$15,000 to 2 plaintiffs); Heekin v. Anthem, Inc., No. 05-cv-1908, 2012 WL 5878032 at *1 (S.D. Ind. Nov. 20, 2012) (\$25,000); Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc., No. 07 C 2898, 2012 WL 651727, at *17 (N.D. Ill. Feb. 28, 2012); (\$25,000 to each of 7 plaintiffs); Will v. Gen. Dynamics Corp., Civ. No. 06-698, 2010 WL 4818174, at *4 (S.D. Ill. Nov. 22, 2010) (\$25,000 to 3 plaintiffs). No objections were directed to this request.

The request for \$15,000 service awards for each the 4 class representatives is just, fair and reasonable.

V. CONCLUSION

Based on the foregoing, the court:

(1) GRANTS the plaintiffs' unopposed motion for final approval of the Arizona class action settlement calling for payment of \$4,950,000 to the plaintiffs [Doc. No. 2856].

(2) GRANTS IN PART the plaintiffs' motion for attorney's fees and costs [Doc. No. 2769], AWARDS class representatives Margaret Gibson, Don Olsen, Solomon Rachmin, and Joe Shipp \$15,000 each for their services in this case, DIRECTS payment of that amount from the class settlement fund to them, in

accordance with the terms of the settlement agreement; and AWARDS plaintiffs' counsel \$1,462,500 for their services and expenses on this case.

(3) ORDERS that:

A. The parties shall perform, or cause to be performed, the remaining terms of the settlement as set forth in the settlement agreement. The court authorizes the payment by the settlement administrator of the settlement funds in accordance with the terms of the settlement agreement.

B. Prior timely opt-outs on the list maintained by the claims administrator are not included in, or bound by, this order and final judgment. Those timely opt-outs are not entitled to any recovery from the settlement proceeds obtained through this settlement.

C. The court hereby DISMISSES with prejudice this action, specifically including the Released Claims, with each party to bear its own costs and attorney's fees, except as provided below. The court incorporates the Class Action Settlement Agreement [Doc. No. 2626-1] by reference in this order.

As set forth in the Settlement Agreement, "Released Claims" means all claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys' fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by the plaintiffs and class members and/or by their affiliated business entities (if any), or any of them, as against Releasees, or any of them; (ii) arise under any statutory or common law claim which was asserted in this lawsuit or, whether or not asserted, could have

been brought arising out of or related to the allegations of misclassification of plaintiffs and class members as independent contractors set forth in the operative complaint; and (iii) pertain to any time in the Release Period. The Released Claims include any known or unknown claims for damages and injunctive relief. The Released Claims include but are not limited to claims under Ariz. Rev. Stat. 23-352, the Declaratory Judgment Act, 28 U.S.C. § 2201, and common law claims for fraud, breach of contract, rescission, unjust enrichment, or declaratory judgment. The release excludes claims arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq. Further definitions of “Released Claims” can be found in Sec. I, para. S of the Settlement Agreement [Doc. No. 2626-1].

“Releasees” means: “(a) [FedEx Ground], and its consolidated subsidiaries, successors, predecessors, assigns, affiliates, parent companies, shareholders, officers, directors, agents, insurers, attorneys, and employees; and (b) [FedEx Ground’s] past, present, and future shareholders, officers, directors, agents, employees, attorneys, and insurers.” (Settlement Agreement, Sec I, para. T). “Release Period” refers to the time period from May 11, 2004 through April 30, 2016. (Settlement Agreement, Sec. I, para. U). [Doc. No. 2626-1].

D. Upon the entry of this order, the plaintiffs and all class members shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against all Releasees. “Class members” include “All persons who: 1) entered into a FedEx Ground or FedEx Home Delivery Form Operating Agreement (now known as OP-149 and Form OP-149-RES); 2) drove a

vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) from May 11, 2004 through July 27, 2009, to provide package pick-up and delivery services pursuant to the Operating Agreement; and 3) were dispatched out of a terminal in the state of Arizona.” [Doc. No. 2626-1]. A list of the class members is attached to this order as Exhibit A. To the extent additional individuals are identified who qualify as class members under the terms of the settlement agreement, they will be bound by this order.

E. Upon the entry of this final approval order, the plaintiffs and all class members are barred and enjoined from asserting, filing, maintaining, or prosecuting, or in any way participating in the assertion, filing, maintenance or prosecution, of any action asserting any Released Claim against any of the Releasees, as set forth in and in accordance with the terms of the settlement agreement. Nothing in this order shall in any way impair or restrict the right of the parties to enforce the terms of the settlement.

F. The Parties’ agreed upon procedure for disbursement of the \$49,500 reserve fund provided for in the Settlement Agreement and the Plaintiffs’ Motion for Final Approval [Doc. No. 2856], with such claims to be paid approximately 220 days after checks are issued to pay the claims of persons who fit the class definition but who were not previously identified as members of the plaintiff class according to the settlement formula described in the Settlement Agreement, is APPROVED. FedEx Ground will submit a list containing the names of such persons within 220 days of this order; this list will supplement the class member list attached as Exhibit A and such persons will be bound by this order.

G. The parties' request for appointment of Community Legal Services, 305 S. 2nd Ave., Phoenix, AZ 85003 to be the *cy pres* beneficiary is APPROVED.

H. Neither the settlement, nor any act performed or document executed pursuant to or in furtherance of the settlement, is or may be deemed to be or may be used as: (a) an admission of, or evidence of, the validity of any Released Claim or any wrongdoing or liability of any Releasee; (b) an admission or concession by the plaintiff or any class member of any infirmity in the claims asserted in the operative complaint filed in this action; (c) an admission of, or evidence of, any fault or omission of any of the Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

I. The third-party administrator, Rust Consulting, Inc., may retain up to \$75,000 as compensation for settlement administration.

J. Without affecting the finality of this judgment in any way, the court retains continuing jurisdiction over: (1) the enforcement of this order and final judgment; (2) the enforcement of the settlement agreement; (3) the distribution of the settlement proceeds to the class members and the *cy pres* beneficiary; and (4) class counsel's proposed allocation of attorney's fees to plaintiffs' counsel to be submitted to the court.

The clerk of this court is directed to enter judgment accordingly.

SO ORDERED.

ENTERED: April 28, 2017

/s/ Robert L. Miller, Jr.
Judge
United States District Court

Exhibit A: AZ Class List

Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
1	02000015	AHMAD, JAWAD	A & J INVESTMENTS	A & J ON TIME DELIVERY	
2	02000022	CASTRO, ADRIAN			
3	02000039	BURDICK, GARY DEAN	AIRPARK LOGISTICS LLC	AIRPARK LOGISTICS II, INC	
4	02000046	RODRIGUEZ, JOSE A	TRIPLE A ENTERPRISES LLC	GROUNDIFYRE, INC.	
5	02000053	TORRES, FREDDY	ALT TRANSPORTATION GROUP LLC		
6	02000060	BADRIA, AMAD			
7	02000077	ROSAS, ANGEL E.	ROSAS INC.		
8	02000084	AGNEW, PHILIP LELAND	ANGEL LOGISTICS LLC	ANGEL LOGISTICS INCORPORATED	
9	02000091	BADALAMENTI, ANTHONY	AJB DELIVERY, INC		
10	02000107	ESCALANTE, ANTONIO			
11	02000114	SALOMAN, CRAIG	APCS LLC		
12	02000121	TAYLOR, JONATHAN NEAL	ARIZONA TERRITORY INVESTMENTS LLC		
13	02000138	SERRANO, AZUCENA	EXPERT DELIVERY SERVICES, INC.		
14	02000145	CHOSE, CHARLES MARK			
15	02000152	CARDINALE, CODY	EDOK INC.		
16	02000169	NELSON, COLLEEN	CTN DELIVERIES INC.		
17	02000176	TORGERSON, DALE	TORGERSON DELIVERIES	DTASTD INC	
18	02000183	SKIDMORE, DARREN			
19	02000190	BANKS, DAVID			
20	02000206	ESTRADA, DAVID			
21	02000213	HARMON, DAVID			
22	02000220	EMBRICH, DAVID JAMES	KING TRANSPORT, INC.		
23	02000237	DEAN, JASON MICHAEL	DEAN INC.		
24	02000244	ROOSE, DENNIS PATRICK	ROOSE TRUCKING, INC		
25	02000251	DIGHERO, JOSE	DIGHERO ENTERPRISES LLC	FANTASTIC INC.	
26	02000268	GARCIA, DOMINGO E	P AND D EXPRESS INC		
27	02000275	OLSEN, DONALD L			
28	02000282	BAKER, DAVID ALLAN	DRB TRUCKING	DRB TRUCKING INC	
29	02000299	RUIZESPARZA, ENRIQUE	SPEEDY TRUCKING, CO.		
30	02000305	ROMERO, ERNESTO			
31	02000312	OROZCO, ERVING	OROZCO ENTERPRISE INCORPORATED		
32	02000329	MARTIN, DELVIN	FED X-MEN LLC		
33	02000336	STROZZERI, FERDINAND			
34	02000343	FAHEY, FRANCIS M.	IRISH WALRUS ENTERPRISES INC.		
35	02000350	COSS, FRANCISCO	FARR DELIVERY INC.		
36	02000367	VARGAS, GERARDOJERRY HERNARDEZ	ROYAL HORIZENS INC		
37	02000374	HARRIS, GREG PAUL			
38	02000381	ANDERSON, GREGORY			
39	02000398	AVANESIAN, HAROOT			
40	02000404	GOMEZ, HERMAN	HG INC		
41	02000411	POOL, HOWARD MASON			
42	02000428	AVILA, HUMBERTO	AZ DELIVERY INC		
43	02000435	KINSEY, JASON			
44	02000442	STEVENS, VERN	JBS ENTERPRISES INC.		
45	02000459	STEVENS, JERRY			
46	02000466	RAMOS, JESSE T.	R & J GROUND DELIVERY LLC		
47	02000473	BORBOA, JOB			
48	02000480	SHIPP, JOE WESLEY			
49	02000497	HERNANDEZ JR., JORGE	JORGE H CORPORATION		
50	02000503	WHITE, JOSEPH E.			
51	02000510	CABRAL, JUAN			
52	02000527	MARTINEZ, JUAN CARLOS			
53	02000534	VALENZUELA, JUAN M.	COCORIT EXPRESS DELIVERY, INCORPORATED.		
54	02000541	JOHNSON, JOHN	JWJ LLC		
55	02000558	SAMPSON, KELLY NADINE			
56	02000565	EVANS, LARRY			
57	02000572	FELLENZ, LAWRENCE			

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Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
58	02000589	LEE, JUSTIN M	LEEGIT ENTERPRISE LLC	LEEGIT, INC.	
59	02000596	LERMA, SAUL	LERMA LOGISTICS LLC	LERMA TRANSPORT INC	
60	02000602	WISCHERMAN, THOMAS	LJ&T INC		
61	02000619	SALIM, MAJID	M & R OPERATIONS INC		
62	02000626	GONZALES, MANFORD R.	MANFRED GONZALES ENTERPRISES, INC.		
63	02000633	BRIZZEE, MARK	MEB DELIVERY INC		
64	02000640	ANZALDUA, MICHAEL			
65	02000657	HERRERA, MIGUEL	HERAL CORPORATION		
66	02000664	MARTANROBLES, MIGUEL ANGEL			
67	02000671	MADRID, NESTOR M	MADRID DELIVERY, INC.		
68	02000688	GROSS, JOSEPH R	ONE BT LLC	THREE BT, INC.	
69	02000695	YEE, OWEN YU ON	OY TRANSPORT INC		
70	02000701	PAULY, ALVIN A.	PAULY TRANSPORT GROUP L.L.C	PAULY TRUCKING, INC.	
71	02000718	GAMBLE, PHILIP	GAMBLE DELIVERY INC		
72	02000725	CORY, PHILLIP CHALES			
73	02000732	HALL, BRUCE PATRICK	PROSPERA ENTERPRISES INC		
74	02000749	HANNA, BASMAN			
75	02000756	GRAY, CHRIS MICHAEL	CG ENT INC.		
76	02000763	HOLLOWAY, CHRISTOPHER DAVIS	CJ DELIVERY, INC.		
77	02000770	FUMUSA, MATTHEW M.			
78	02000787	OKEEFE, PATRICK	PCOK ENTERPRISES LLC		
79	02000794	SORRELLS, JACQUELINE FAYE	R & J DELIVERIES INC		
80	02000800	CABALLERO, LORENZO GILBERT	RANA LLC		
81	02000817	HARTZLER, RANDY			
82	02000824	RIVERA, ABELARDO	RIVAL PACKAGING, INC.		
83	02000831	WILLIAMSON, ANTHONY CLARK			
84	02000848	GASTELUM, ANTHONY	GASTELUM ENTERPRISES INC.		
85	02000855	BUCK, WILBERT	B & C CONSUMER SERVICES INC		
86	02000862	BRANKIN, STEPHEN	BIG GUY INDUSTRIES LLC		
87	02000879	HEITKAM, ERIC J	BOXED UP LLC	TOO BOXED UP, INC.	
88	02000886	POWELL, BRANDON RYAN	BR POWELL DELIVERY , INC.		
89	02000893	LUCKE, BRIAN	LUCKE EXPRESS CORPORATION		
90	02000909	LUNDGREN, CARRIE ANN			
91	02000916	TITUS, CHRIS J	ESTRELLA MOUNTAIN DISTRIBUTING LLC		
92	02000923	LINDEN, CHRIS			
93	02000930	MILLER, SUZANNE M	CONCERTED MANAGEMENT LLC		
94	02000947	HALL, ROY CRAIG	RECH, INC.		
95	02000954	AWWAD, HMEIDI MUHAMMAD	CRESCENT SOFTWARE SERVICES LLC		
96	02000961	SIBRIAN, DANIEL	DSPS LLC	CIBRIAN P & D INC	
97	02000978	STRADLING, DANN			
98	02000985	VIPOND, DAVID K.	VIPOND TRUCKING, INC.		
99	02000992	SHREIN, DAVID M.			
100	02001005	WYNIA, DAVID RICHARD	DESERT STAR DISTRIBUTING INC.		
101	02001012	BOUETTIER, JUAN DIEGO	DB DELIVERY LLC	DB DELIVERIES INC	
102	02001029	STAUFFER, DOUGLAS			
103	02001036	BEAN, STEVEN	BEAN THERE, INC.		
104	02001043	ENHELDER, BILL	ENHELDER ENTERPRISES INC		
105	02001050	SOTO, ROMAN			
106	02001067	RUIZ, FRANCISCO J	F & G ENTERPRISE INC.		
107	02001074	VANKAT IV, FRANK JOHN	RITE WAY DELIVERY INC.		
108	02001081	RODRIGUEZ, ISRAEL	I RODRIGUEZ CORPORATION		
109	02001098	ROBERSON, JACQUE DAWN	KJET EXPRESS LLC		
110	02001104	NUTI, JAMES ALDO			
111	02001111	HART, JASON JOEL			
112	02001128	VELARDE, JAVIER	TOP FLEET ENTERPRISE INC		
113	02001135	SOUZA, JENNIFER			
114	02001142	GUERRIERO, JOHN			

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Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
115	02001159	MACHIDA, KAZUYA			
116	02001166	KEILHOLZ, RON	KEILHOLZ, INC.		
117	02001173	BAN, JOEL E	LINDSAY EMERSON ENTERPRISES LLC		
118	02001180	TADDIE, LIONEL CHRISTOBAL			
119	02001197	ADAMS, DEREK MCMILLAN	DEREK M. ADAMS LLC/LONDON ENTERPRISE		
120	02001203	GARCIA, GUADALUPE S	LG LOGISTICS INC		
121	02001210	ALONSO, MARTIN			
122	02001227	BIRKELAND, MICHAEL			
123	02001234	LASS, MICHAEL SETH	ANOZIRA LOGISTICS INC.		
124	02001241	JOHNSON, MICHAEL THOMAS			
125	02001258	DENIS, MIGUEL A.	COLIMAX DELIVERY INC		
126	02001265	DROZDA, NICK LANDON			
127	02001272	MUHLE, GARY	OLD TRAILS DELIVERY, INC.		
128	02001289	ERICKSON, CHAD	PACE TRANSPORTATION INC.		
129	02001296	MONTANO, RAMON	MONTANO CORPORATION		
130	02001302	READER, RICHARD C	READER FAMILY ENTERPRISES LLC		
131	02001319	PETTTT, REBECCA			
132	02001326	LEVETT, ALFRED	REEL PRECISION INC		
133	02001333	WALKER, REGINALD BERNARD	RAEVEN EXPRESS LLC	RAEVEN EXPRESS TRUCKING INC	
134	02001340	ARIZPE, RICARDO A	IVANES EXPRESS COMPANY, INCORPORATED.		
135	02001357	CHEANG, RICARDO X.			
136	02001364	AGUILAR, RICARDO E			
137	02001371	BOSCH, RICK	BIG SKY TRUCKING INC		
138	02001388	LINTHICUM, RANDY JOE	RJL TRANSPORTATION GROUP INC		
139	02001395	PAULSEN JR., ROBERT CHARLES			
140	02001401	ERDMANN, ROBERT			
141	02001418	MARTINEZ, ROBERT	RPM DELIVERY ASSOCIATES INC.		
142	02001425	LUCYSZYN, ROMAN	JACKANSAGE, INC.		
143	02001432	DUBEK, RON			
144	02001449	COYNE, RONALD E.			
145	02001456	SCHAAFSMA, RORY	SCHAAFSMA DELIVERY, INC.		
146	02001463	MCGINNIS, SHANE	ROYAL TRANSPORT INC.		
147	02001470	RUBIO, RUBEN			
148	02001487	RODEWALD, RUSSEL			
149	02001494	ELIA, SAMEEM SALEEM	SAM ELIA INC		
150	02001500	DALTON, SAMUEL JEFFERSON			
151	02001517	SANCHEZ, MICHAEL JOHN	SANCHEZ INTERNATIONAL LLC	SAN MIGUEL LOGISTICS INC	
152	02001524	ROLSTON, SCOTT KIETH			
153	02001531	RIST, STEVEN ANTHONY	SDR TRANSPORTATION LLC		
154	02001548	KUMIROV, SERGEY ALEKSANDROVICH	KUMIROV, INC.		
155	02001555	VILLALOBOS, SERGIO			
156	02001562	CHAMBERLAIN, SHAUN J.			
157	02001579	CELIGOY, JOHN HENRY	SLUGGO'S PROPERTIES LLC	J & A LOGISTICS, INC.	
158	02001586	RACHMIN, SOLOMON			
159	02001593	MCCREA, STEPHEN LINTON	SPECIAL DELIVERY LLC	SPECIAL DELIVERY INC	
160	02001609	STARKEY, GORDON	STARKEYS DELIVERY SERVICE INC		
161	02001616	MONTOKA, STEPHEN	T & S DELIVERY, INC.		
162	02001623	NORRIS, TIMOTHY PAUL	TCN ENTERPRISE LLC		
163	02001630	CARLSON, TERRY LEE			
164	02001647	COX, THOMAS E			
165	02001654	REIDHEAD, TOBY O.			
166	02001661	KASS, TODD ALAN			
167	02001678	BORN, TODD	TODDS TIRE & WHEEL INC.		
168	02001685	LOPEZ, JESUS E.	TOP ROAD, LLC	A & E DELIVERIES INC	
169	02001692	CHEANG, VICENTE			
170	02001708	LE, VINH Q			
171	02001715	GRIMES, WALTER	W & W DELIVERY INC		

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Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
172	02001722	BAIRD, WANDA FAYE			
173	02001739	REDPATH JR., WESLEY H	WHR TRANSPORTATION INC.		
174	02001746	CLARK, BOB	WHAT ABOUT BOB LLC		
175	02001753	DORAN, WILLIAM ANDREW	DORAN, INC		
176	02001760	VANOEL, WILLIAM C			
177	02001777	RICE, WILLIAM E.			
178	02001784	WAGGONER, WILLIAM J.			
179	02001791	GARRETT, WILLIAM LANE			
180	02001807	RAPER, WILLIAM			
181	02001814	HEAVENER, WILSON EUGENE	WILEU TUCSON INC.		
182	02001821	RAMIREZJR, CRISTOBAL	C. RAMIREZ TRUCKING	C RAMIREZ TRUCKING INC	
183	02001838	OBRIEN, CLARK DENNIS	COBBLEWARE TRANSPORTATION INC		
184	02001845	DANIELS, DAISY LOTOA	CURTIS SHERMAN INC		
185	02001852	MOLINA, ENRIQUE			
186	02001869	RODRIGUEZ, FELIX	F.G.A DELIVERY INC		
187	02001876	SOLORZANO, FRANCISCO JAVIER	SANTINO ENTERPRISES, INC.		
188	02001883	DOWNS, JAMES			
189	02001890	JUMPP, DONVITO STEVEN	JUMPP START LLC		
190	02001906	LEBEAU, KEITH E.	LEBEAU ENTERPRISES LLC	LEBEAU ENTERPRISES 100 INC	
191	02001913	SILVA, LUIS A			
192	02001920	GIBSON, MARGARET ANN	MAGIK TRUCKING		
193	02001937	ZAHRIEH, MAHMOUD			
194	02001944	MADRID, MARIA P			
195	02001951	WILLIAMS, DON	MED FAMILY ENTERPRISES LLC	MED FAMILY ENTERPRISES INC.	
196	02001968	KOKONIAN, MINAS M	MINLIZ INC		
197	02001975	OWENS, RAHEEM TREYVAUGHN	P. OWENS EXPRESS INC.		
198	02001982	PATRICK, REGAN J	P.K.R. TRANSPORT INC.		
199	02001999	PICAZO, PETE			
200	02002002	RENTERIA, RAMON	RENTERIA SERVICES, INC.		
201	02002019	CORNELISON, RODNEY JAMES	R C CARRIERS INC		
202	02002026	FLOYD, STARLARD EARL			
203	02002033	ANDERSON, DENNIS	SUNSHINE DELIVERY CORP.		
204	02002040	TALBOTT, JIM	TALBOTT LLC	TALBOTT DELIVERY INC.	
205	02002057	SHEA, WILLIAM G	BMC LOGISTICS INC.		
206	02002064	TINDALL, DAVID P.	ZOEMMITT LLC	ZE DISTRIBUTION, INC.	
207	02002071	PORTER, ADAM			
208	02002088	PETTIT, ROBERT A	BBK & T INC.		
209	02002095	SHEEDY, BENJAMIN P			
210	02002101	MCMAHON, BRIAN JOHN	B.J. MCMAHON ENTERPRISES, INC		
211	02002118	MILLS, BRIAN	GREEN LIGHT DELIVERIES INC		
212	02002125	BLANTON, BROCK EZER			
213	02002132	NELSON, BRYAN J			
214	02002149	RODGERS, BRYAN S	BSR INCORPORATED		
215	02002156	CALVILLO, JORGE	CALVILLO ENTERPRISES INC	CALVILLO DELIVERY LLC	AKG ENTERPRISES INCORPORATED
216	02002163	KENNEDY, CHAD			
217	02002170	NIEL III, CHARLES EMERSON			
218	02002187	KOLLMAN, CHARLES			
219	02002194	REDNER, CRAIG			
220	02002200	VIRZUELA, DAVID JOHN			
221	02002217	FORSETH, DANIEL			
222	02002224	SMITH, DANIEL J.			
223	02002231	SIERACKI, DWAYNE			
224	02002248	LOE, FREDERICK JAMES			
225	02002255	FREUND, SCOTT ALAN	FREUND AVIATION LLC		
226	02002262	ORTON, PAUL BARCLEIGH	IOCO CORPORATION		
227	02002279	WENTWORTH, JOHN J.	J.J. WENTWORTH INC.		
228	02002286	SKOMSKI, JACK			

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229	02002293	SKOUSEN, JACKSON			
230	02002309	HUGUEZ, JAMES THOMAS			
231	02002316	LIDEL, JAMES TIMOTHY	LIDEL TRANSPORTATION, INC.		
232	02002323	SMITH, JASON	JASTERS DELIVERY SERVICE	JT TRANSPORT INC	
233	02002330	HERNANDEZ, FRANCISCO JAVIER	JAVIER ENTERPRISES LLC		
234	02002347	GRANADOS, JAVIER O	GRANADO'S TRANSPORTATION, INCORPORATED		
235	02002354	BUSK, JEBEDIAH			
236	02002361	ERLINGER, JEDEDIAH			
237	02002378	COOPER, JENNIFER			
238	02002385	WESTERGAARD, JEROMIE WILLIAM			
239	02002392	HOUT, JESS VAN			
240	02002408	RODRIGUEZ, JOELL			
241	02002415	FERREL, JOHN D.			
242	02002422	SWEENEY, JOHN K.			
243	02002439	SOTO, JOSE MARTIN	MEX-I-CAN, INC.		
244	02002446	NOSKO, WALT	JTE SW EXPRESS LLC		
245	02002453	GARCIA, JUAN	SODA EXPRESS, INC.		
246	02002460	ROBERSON, KEITH A	KJET ENTERPRISES INC.		
247	02002477	ABRAHAM, JEFFREY SCOTT	KELTIN LLC	KELTIN INC	
248	02002484	NGAI, LAI			
249	02002491	AVILA, LUIS	LA OPERATIONS INC		
250	02002507	GRIJALVA, MANUEL ALAN	ABY & ALAN TRANSPORTATION, INCORPORATED		
251	02002514	SKILES, MARC NICHOLAS			
252	02002521	OSORIO, MICHAEL JACK			
253	02002538	CASEY, REECE STEVEN	MONEY TIME LLC	PLATINUM DELIVERIES INC	
254	02002545	HESSLSCHWERDT, JON	NEW HESSELSCHWERDT HORIZONS, INC.		
255	02002552	BEAN, RODNEY L.	R.L. BEAN TRUCKING CORP.	OFF ROAD DELIVERY, INC.	
256	02002569	GARIS, RANDY S	85022 DELIVERY LLC.	85022 ZIP DELIVERY, INC.	
257	02002576	STEIGERWALT, REED			
258	02002583	LUNDGREN, REYNOLD EARL			
259	02002590	FLORES, RICARDO	RISA, INC		
260	02002606	LAURE, ROBERT			
261	02002613	THOMAS, RODNEY FRANCIS			
262	02002620	COLTER, ROMAN			
263	02002637	EFFHIO, JOSE ALBERTO	SAS TRANSPORT		
264	02002644	HEREDIA, SAUL UBALDO			
265	02002651	SCHMID, CASEY	SCHMID TRANSPORTATION LLC	SCHMID TRANSPORTATION, INCORPORATED	
266	02002668	BALTAJIAN, YERVANT S	SHANTIG DISTRIBUTION LLC	SHANTIG SERVICES INC	
267	02002675	MOORE, STEPHEN			
268	02002682	YOUNG, STEVEN			
269	02002699	GREENE, STEVEN DALE			
270	02002705	COONS, SEAN DAVID	TAKEDA LLC		
271	02002712	PEARSON, TED P.			
272	02002729	HARDAWAY, TEMNE			
273	02002736	SALAHALDIN, THAER M			
274	02002743	STEWART, TRENT			
275	02002750	VEGA, VICTOR ARMANDO			
276	02002767	ZDRALE, OGNJEN ALEKSANDAR	ZDRALE INDUSTRIES LLC		
277	02002774	ANGLE, WILLIAM	A&A PICKUP & DELIVERY INC.	MARQUARDT, INC.	
278	02002781	MOLLER, BRUCE	ABZ RESTAURANT CONCEPTS INC.		
279	02002798	GASCON, ALBERTO FRANCISCO	A & M TRANSPORTATION SERVICES INC		
280	02002804	DELOSRIOS, ALFONSO	EL DORADO TRANSPORTATION INC		
281	02002811	ARCHER, DAVID AARON	AMERICORP ENTERPRISES LLC		
282	02002828	PARDAL, ANDERSON			
283	02002835	BIVINS, ANDRE STEPHAN	ABN, INC.		
284	02002842	TOMIC, ANDREW D			
285	02002859	HARRIS, ANDREW JAMES	HARRIS DELIVERY, INC.		

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286	02002866	GRANRATH, AUGUST			
287	02002873	BRAKE, BRIAN NATHANEIL	B&B DELIVERY LLC		
288	02002880	MONKA, BAMBI LYN	BAM'S CHA CHING, INC.		
289	02002897	LOPEZ, BARBARA			
290	02002903	MOSES, BENJAMIN B.			
291	02002910	ISAACSON, WILLIAM T	H-B DELIVERY, INC.		
292	02002927	GUADARRAMA, EUSEBIO HURI	BLUE FOX TRANSPORTATION LLC	RED FOX PARCEL SERVICE CORP	
293	02002934	STOFFERAHN, BRANDI			
294	02002941	WEAVER, CARL ALAN	C AND W SHIPPING COMPANY		
295	02002958	AMSTUTZ, CHARLES R.	C.R. AMSTUTZ INC		
296	02002965	CANFIELD, ANDREW BEYNON	R & A DELIVERY LLC	CANFIELD INC	
297	02002972	SOTO, CARLOS ALFREDO	DELIVERY EXPRESS LLC	C & B DELIVERY INC	
298	02002989	MUNERA, CARLOS A	CC MUNERA LLC		
299	02002996	LOBODY, CHARLES RONALD			
300	02003009	MCCAULEY, CHARLES WILLIAM			
301	02003016	OLUGBOJI, BUNMI	DAMASON COMPANY LLC		
302	02003023	GARCIA, DANIEL JESUS			
303	02003030	MUELLER, DAVE			
304	02003047	WOLFF, DAVID A.			
305	02003054	BURNS, DEBRA LYNNE			
306	02003061	INGO, DOMINIC B	UTAH GROUND COMPANY		
307	02003078	JELDEN, DOUG			
308	02003085	KIRK, DOUGLAS DARRELL			
309	02003092	THOMAS, DUANE K.			
310	02003108	TRUJILLO, EDUARDO C	E&R DELIVERY LLC		
311	02003115	SANCHEZ, EMILIO			
312	02003122	CABALLERO, FILEMON			
313	02003139	MAYFIELD, RICHARD ALLEN	FMK INC.		
314	02003146	CASTELLANOS, FRANCISCO FABIAN			
315	02003153	VILLA, FRANCISCO			
316	02003160	BARGAS, FRANK	FRANK BARGAS INCORPORATED		
317	02003177	CLARK, GARY	GC TRUCKING, LLC		
318	02003184	BRIESTENSKY, MIROSLAV	GET IT THERE YESTERDAY DELIVERIES INC.		
319	02003191	SLOAN, MEREDITH COX	GIT-R-DONE GROUND		
320	02003207	FISHER, GLEN			
321	02003214	SAAD, SOFIEN ASAD	GO GROUND LLC		
322	02003221	ROJAS, GREGORY			
323	02003238	ENEBOE, JEFFREY ALLEN	GROUND DELIVERY SERVICES LLC		
324	02003245	WALTON, JEFFREY PAUL			
325	02003252	TURNER JR., JAMES EDWARD	JET DELIVERS LLC	JET DELIVERY INC	
326	02003269	MANGISI, JOHN SAMUEL SHANE			
327	02003276	PUSKAR, JONATHAN ALAN			
328	02003283	SATTERLEE, KYLE JEFFREY	KJS POLAR BEAR, INCORPORATED		
329	02003290	WILDE, LYLE ALAN	L&L-W INC		
330	02003306	VASQUEZ, JOSEPH ANTHONY	MAGNIFICENT IMPRESSION PACKAGING	MAGNIFICENT IMPRESSIONS PACKAGING LLC	
331	02003313	FREEMAN, MARK	FLAGWEST GROUND SERVICE INC.		
332	02003320	TAPIA, MARTIN	BIG OSO INC		
333	02003337	ANDREWS, MATTHEW L.			
334	02003344	THIERRY, MAX EUGENE			
335	02003351	DURAN, MICHAEL	MBD-TUCSON DISTRIBUTORS, L.L.C.	MBD-TUCSON DISTRIBUTORS, INCORPORATED	
336	02003368	MCCARTNEY, DEDDRICK	MCEXPRESS LLC		
337	02003375	BROWN, JEFFERY JAMAL	MG DESERT EXPRESS LLC		
338	02003382	MUHLE, LISA ANNE	MOHAVE SERVICES, INC.		
339	02003399	REYNOLDS, MONTE PAUL			
340	02003405	BALTIERREZ, OSWALD	OZZIE'S TRUCKING LLC		
341	02003412	ORYAN, PATRIK			
342	02003429	WESTBERG, PAUL ANDREW	DESERT DELIVERIES INC		

Exhibit A: AZ Class List

Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
343	02003436	PETIX, PETER A.	PETIX, INC.		
344	02003443	CARRILLO, RAMON ALONSO	L A SERVICES INCORPORATED		
345	02003450	HERREA, RAMON EDUARDO			
346	02003467	OCHOA, RICARDO	8'S DELIVERY, INC.		
347	02003474	RICE JR., JAMES DOUGLAS	RICE CUNNINGHAM ENTERPRISES LLC	RICE C ENTERPRISES, INC.	
348	02003481	GHOLSTON, RICKEY D			
349	02003498	PULLIAM, ROBERT	TEAM PULLIAM INC.		
350	02003504	MONTOYA JR., RUBEN			
351	02003511	GOMEZ, RUDY JESSE	GOMEZ DELIVERY, INC.		
352	02003528	HAWLEY, RYAN MICHAEL	GLG DELIVERY INCORPORATED		
353	02003535	JOHNSON, SAMUEL			
354	02003542	SAXON, SEAN E	BERLY Q INC.		
355	02003559	SHARKEY, DENNIS	SHARKEY DISTRIBUTING INC		
356	02003566	MERTENS, SHEA P.			
357	02003573	STORIE, STEVEN WILLIAM			
358	02003580	BIRBALSINGH, BOODBHIR	SUMITRA ENTERPRISES INC.		
359	02003597	OCHABA, BRIAN	THE SWINGMAN CORP		
360	02003603	BURKE, THOMAS			
361	02003610	MARQUARDT, WAYNE	MARQUARDT, INC.		
362	02003627	BEAN, YVONNE E.			
363	02003634	MARQUARDT, WAYNE	MARQUARDT, INC.		
364	02003641	CANIZALES, GABRIEL	LUISYANA CORPORATION		
365	02003658	DOWNES, JEFF W.	J & M CUSTOM TRANS. LLC	J&M CUSTOM TRANSPORT LLC	
366	02003665	ANIA, SVAFA	P & G TRANSPORT		
367	02003672	ANIA, JOSEPH	JSA TRANSPORT INC.		
368	02003689	SMITH, KEITH WILLIAM	KDUB UNLIMITED INC		
369	02003696	LYTLE, MARK	MARK LYTLE LLC	LYTLE CORPORATION	
370	02003702	READER, MORGAN CATHERINE	READER FAMILY ENTERPRISES LLC		
371	02003719	WOODY, REGINALD BRUNO	EXPRESSMAN CARRIERS INC.		
372	02003726	HUNNEYCUTT, BART A	B.A. HUNEYCUTT TRUCKING INC		
373	02003733	PHILLIPS, JAMES	SMOOTH INC.		
374	02003740	KOSZEGI, ZOLTAN	XFX, INC.		
375	02003757	PACLEB SR., JOSEPH BARTOLOME			
376	02003764	MCGUIRE, HARVEY ALBERT			
377	02003771	GRANT, KEVIN PATRICK	CK GRANT INC		
378	02003788	ROSS, MIKE	ROSS PACKAGE SERVICES LLC.		
379	02003795	DOBBINS, DAN	CDL TRANSPORT LLC		
380	02003801	VALDEZ, ALFRED			